

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank (formerly known as SunTrust Bank)		09/20/2022	Banking Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	BILLS.COM, LLC		
Street Address:	60 E. Rio Salado Parkway, Suite 900, Office 9102		
City:	Maricopa		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4636671	THE EASYLOAN SITE	
Registration Number:	4574806	LENDAGE	
Registration Number:	4146187	DEBT COACH	
Registration Number:	3662427	BILLS.COM	
Registration Number:	3607841	BILLS.COM	
Registration Number:	2568868	BILLS.COM	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2029567685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
ATTORNEY DOCKET NUMBER:	025285.00001 (RMC)		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		

OP \$165.00 4636671

DATE SIGNED:	09/21/2022
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTERESTS (this “Release”), dated as of September 20, 2022, is granted by Truist Bank (formerly known as SunTrust Bank) (the “Administrative Agent”), in favor of Bills.com, LLC (“Bills Grantor”), Freedom Debt Relief, LLC (“Freedom Debt Grantor”) and Freedom Financial Network, LLC (“Freedom Financial Grantor,” together with Bills Grantor and Freedom Debt Grantor, the “Grantors”).

WHEREAS, Grantors or their affiliates were parties to (i) that certain Credit Agreement, among Pantheon Partners LLC (“Parent”), the Administrative Agent, the Co-Borrowers party thereto and the Lenders party thereto (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the “Credit Agreement”), (ii) that certain Security Agreement, dated September 30, 2015 (the “Execution Date”), executed by, among other parties, Parent and the Administrative Agent (as from time to time amended, supplemented, restated or otherwise modified, the “Security Agreement”);

WHEREAS, Grantors or their affiliates were parties to (i) that certain Patent Security Agreement, dated September 30, 2015, executed by Bills Grantor (the “Patent Security Agreement”), (ii) that certain Trademark Security Agreement, dated September 30, 2015, executed by Bills Grantor, (iii) that certain Trademark Security Agreement, dated September 30, 2015, executed by Freedom Debt Grantor, and (iv) that certain Trademark Security Agreement, dated September 30, 2015, executed by Freedom Financial Grantor (the foregoing (i) through (iv), collectively, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Security Agreement, the Patent Security Agreement and the Trademark Security Agreements, Grantors granted a security interest in certain IP Collateral (as defined below), including those items listed on Schedule A and Schedule B hereto; and

WHEREAS, in accordance with the terms set forth in the Credit Agreement and Security Agreement, the Administrative Agent now desires to terminate and release its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

1. Definitions. All capitalized terms used but otherwise not defined herein shall have the respective meanings ascribed to them in the Credit Agreement or Security Agreement, as applicable.

2. Release of Security Interest. The Administrative Agent, on behalf of itself and the Secured Parties, hereby irrevocably terminates, releases and discharges the entirety of its and the Secured Parties’ continuing security interest, liens and other rights, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “IP Collateral”), whether owned or existing as of the Execution Date or acquired or arising thereafter, as collateral security for the prompt and complete payment

and performance of the Secured Obligations, whether existing as of the Execution Date or incurred or arising thereafter, including:

- (a) with respect to Bills Grantor, each Patent (as defined in the Security Agreement) in which Bills Grantor has any interest, including those set forth in Schedule A hereto; each Patent License (as defined in the Security Agreement); and all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Bills Grantor against third parties for past, present or future infringement of any Patent (including without limitation any design patent and any Patent issuing from any application referred to in Schedule A hereto) and all rights and benefits of Bills Grantor under any Patent License; and
- (b) with respect to Bills Grantor, Freedom Debt Grantor and Freedom Financial Grantor, each Trademark (as defined in the Security Agreement) in which the applicable Grantors respectively have any interest (including those set forth in Schedule B hereto), and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; each Trademark License (as defined in the Security Agreement), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by the applicable Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of the applicable Grantors under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

3. Recordation. The Administrative Agent hereby authorizes and requests that the U.S. Patent and Trademark Office note and record the releases and terminations granted under this Release, and authorizes any other filings necessary to evidence the termination, release and discharge of the Administrative Agent's and Secured Parties' security interests, liens and other rights granted under the Security Agreements with respect to the IP Collateral.

4. Further Assurances. The Administrative Agent hereby agrees at Borrower's sole cost and expense to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated by this Release.

5. Governing Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

Truist Bank,
as Administrative Agent

By: Madison Waterfield
Name: Madison Waterfield
Title: Vice President

[Signature Page to the Release of Security Interest]

TRADEMARK
REEL: 007851 FRAME: 0340

Schedule A

Patents

Title	App. No.	App. Date	Patent No.	Patent Date	Reel No./Frame No.	Owner
FACILITATING EVALUATION OF FINANCIAL SOLUTION OPTIONS	13464626	4-MAY-2012	N/A	N/A	036702 / 0976 - 0983	BILLS.COM, LLC

Schedule A to the Release of Security Interest

Schedule B
Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Reel No./Frame No.	Owner
THE EASYLOAN SITE	86234778	27-MAR-2014	4636671	11-NOV-2014	005635 / 0856 - 0863	BILLS.COM, LLC
LENDAGE	86061984	11-SEP-2013	4574806	29-JUL-2014	005635 / 0856 - 0863	BILLS.COM, LLC
DEBT COACH	85428773	21-SEP-2011	4146187	22-MAY-2012	005635 / 0856 - 0863	BILLS.COM, LLC
BILLS.COM	77318499	31-OCT-2007	3662427	04-AUG-2009	005635 / 0856 - 0863	BILLS.COM, LLC
BILLS.COM	77318326	31-OCT-2007	3607841	14-APR-2009	005635 / 0856 - 0863	BILLS.COM, LLC
BILLS.COM	75700831	07-MAY-1999	2568868	04-MAY-2002	005635 / 0856 - 0863	BILLS.COM, LLC
FREEDOM DEBT RELIEF	77594508	16-OCT-2008	3789226	18-MAY-2010	005635 / 0920 - 0927	FREEDOM DEBT RELIEF, LLC
FREEDOM FINANCIAL NETWORK	77594506	16-OCT-2008	4084230	10-JAN-2012	005635 / 0928 - 0935	FREEDOM FINANCIAL NETWORK, LLC

Schedule B to the Release of Security Interest